

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

ORANGE COUNTY CHILD ABUSE PREVENTION CENTER
FOR THE PROVISION OF CHILD ABUSE PREVENTION AND INTERVENTION
SERVICES

This AGREEMENT, entered into this 1st day of July 2018, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, a California non-profit corporation, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of basic needs and placement preparation services for child abuse prevention and intervention services; and

WHEREAS, CONTRACTOR agrees to render such services on the terms and conditions hereinafter set forth;

WHEREAS, such services are authorized and provided for pursuant to California Welfare and Institutions Code Sections 16501, and 18961:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, 2018, and terminate on June 30, 2021, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. ALTERATION OF TERMS

2.1 This Agreement, including any Exhibit(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total Agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

2.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Agreement.

3. STATUS OF CONTRACTOR

3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

3.2 CONTRACTOR, its agents, and employees shall not be entitled to any

1 rights and/or privileges of COUNTY employees, and shall not be considered in
2 any manner to be COUNTY employees.

3 4. DESCRIPTION OF SERVICES AND STAFFING

4 4.1 CONTRACTOR agrees to provide those services, facilities,
5 equipment, and supplies, as described in the Exhibit "A" to the Agreement
6 between County of Orange and Orange County Child Abuse Prevention Center, for
7 the Provision of Basic Needs and Placement Preparation Services, attached
8 hereto and incorporated herein by reference. CONTRACTOR shall operate
9 continuously throughout the term of this Agreement with the number and type of
10 staff described and as required for provision of services hereunder.

11 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
12 may require changes in staffing allocations to reflect current workload
13 demands or service needs as long as COUNTY's maximum obligation, as set forth
14 in this Agreement, is not exceeded.

15 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
16 appropriate staff to attend an orientation session and subsequent training
17 sessions given by COUNTY.

18 5. LICENSES AND STANDARDS

19 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
20 required by the laws of the United States, State of California (hereinafter
21 referred to as "State"), County of Orange, and all other appropriate
22 governmental agencies to perform the services described in this Agreement, and
23 agrees to maintain these licenses and permits in effect for the duration of
24 this Agreement. Further, CONTRACTOR warrants that its employees shall conduct
25 themselves in compliance with such laws and licensure requirements, including,
26 without limitation, compliance with laws applicable to sexual harassment and
27 ethical behavior.

28 5.2 In the performance of this Agreement, CONTRACTOR shall comply with

1 all applicable provisions of the California Welfare and Institutions Code
2 (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing
3 regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost
4 Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section
5 31.2; and all applicable laws and regulations of the United States, State of
6 California, County of Orange, and County of Orange Social Services Agency, and
7 all administrative regulations, rules, and policies adopted thereunder, as
8 each and all may now exist or be hereafter amended.

9 5.2.1 For federally funded Agreements in the amount of \$25,000
10 or more, CONTRACTOR certifies that its officers and/or principals are not
11 debarred or suspended from federal financial assistance programs and/or
12 activities.

13 5.3 CONTRACTOR shall cooperate with the California Department of
14 Social Services (CDSS) on the implementation, monitoring, and evaluation of
15 the State's Child Abuse and Neglect Prevention and Intervention Program, and
16 shall comply, to the mutual satisfaction of COUNTY and CDSS, with any and all
17 reporting and evaluation requirements established by CDSS.

18 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

19 6.1 Delegation and Assignment

20 In the performance of this Agreement, CONTRACTOR may neither
21 delegate its duties or obligations nor assign its rights, either in whole or
22 in part, without the prior written consent of COUNTY. Any attempted
23 delegation or assignment without prior written consent shall be void. The
24 transfer of assets in excess of ten percent (10%) of the total assets of
25 CONTRACTOR, or any change in the corporate structure, the governing body, or
26 the management of CONTRACTOR, which occurs as a result of such transfer, shall
27 be deemed an assignment of benefits under the terms of this Agreement
28 requiring COUNTY approval.

1 6.2 Subcontracts

2 CONTRACTOR shall not subcontract for services under this Agreement
3 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents
4 in writing to a subcontract, in no event shall the subcontract alter, in any
5 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must
6 be in writing and copies of same shall be provided to ADMINISTRATOR.
7 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may
8 require.

9 6.2.1 Subcontracts of \$25,000 or less

10 CONTRACTOR shall develop a standard form Purchase Order,
11 subject to prior written approval of ADMINISTRATOR, to be utilized for the
12 purchase of services by CONTRACTOR when the cumulative total cost of the
13 services to be provided by any organization is anticipated to be twenty-five
14 thousand dollars (\$25,000) or less during the term of this Agreement. The
15 basis for costs incurred by any such Purchase Order(s) shall be the actual
16 cost of providing services or the usual and customary charges established by
17 the organization(s) providing the services.

18 6.2.2 Subcontracts in excess of \$50,000

19 CONTRACTOR shall develop and submit for approval to
20 ADMINISTRATOR a system for the procurement of subcontracts with any
21 organization in which the total cumulative cost of services provided by any
22 single organization is anticipated to exceed fifty thousand dollars (\$50,000)
23 during the term of this Agreement. CONTRACTOR's proposed procurement system
24 shall take into consideration such factors as: degree of price competition;
25 pricing policies and techniques; experience and quality of service; methods of
26 evaluating subcontractor responsibility; relationship of subcontractor to
27 CONTRACTOR; and planning, award, and post-award management of subcontracts,
28 including internal audit procedures and monitoring of subcontractor's

1 performance until completion of services.

2 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
3 procurement system, CONTRACTOR shall comply with such procurement system in
4 obtaining subcontracts with a total cost in excess of fifty thousand dollars
5 (\$50,000) during the term of this Agreement. In addition, CONTRACTOR shall
6 obtain ADMINISTRATOR's written consent prior to entering into a subcontract
7 with any organization when the total cumulative cost of services to be
8 provided by that organization is anticipated to exceed fifty thousand dollars
9 (\$50,000) during the term of this Agreement.

10 CONTRACTOR and its subcontractor(s) shall establish and
11 maintain accurate and complete financial records related to services provided
12 under the terms of this Agreement. Such records may be subject to the
13 satisfaction of ADMINISTRATOR, and to the examination and audit by
14 ADMINISTRATOR or designee, for a period of five (5) years, or until any
15 pending audit is completed.

16 7. FORM OF BUSINESS ORGANIZATION

17 7.1 Form of Business Organization

18 Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and
19 submit, within thirty (30) days thereafter, an affidavit executed by persons
20 satisfactory to ADMINISTRATOR, containing, but not limited to, the following
21 information:

22 7.1.1 The form of CONTRACTOR's business organization, i.e.,
23 proprietorship, partnership, corporation, etc.

24 7.1.2 A detailed statement indicating the relationship of
25 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
26 individual.

27 7.1.3 A detailed statement indicating the relationship of
28 CONTRACTOR to any subsidiary business organization or to any individual who

1 may be providing services, supplies, material, or equipment to CONTRACTOR or
2 in any manner does business with CONTRACTOR under this Agreement.

3 7.2 Change in Form of Business Organization

4 If, during the term of this Agreement, the form of CONTRACTOR's
5 business organization changes, or the ownership of CONTRACTOR changes, or
6 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under
7 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in
8 writing, detailing such changes. A change in the form of business
9 organization may, at COUNTY's sole discretion, be treated as an attempted
10 assignment of rights or delegation of duties of this Agreement.

11 8. NON-DISCRIMINATION

12 8.1 In the performance of this Agreement, CONTRACTOR agrees that it
13 shall not engage nor employ any unlawful discriminatory practices in the
14 admission of clients, provision of services or benefits, assignment of
15 accommodations, treatment, evaluation, employment of personnel, or in any
16 other respect, on the basis of race, religious creed, color, national origin,
17 ancestry, physical disability, mental disability, medical condition, genetic
18 information, marital status, sex, gender, gender identity, gender expression,
19 age, sexual orientation, military and veteran status, or any other protected
20 group, in accordance with the requirements of all applicable federal or State
21 laws.

22 8.2 CONTRACTOR shall furnish any and all information requested by
23 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
24 books, records, and accounts in order to ascertain CONTRACTOR's compliance
25 with Paragraph 8.1 et seq.

26 8.3 Non-Discrimination in Employment

27 8.3.1 CONTRACTOR shall comply with Executive Order 11246,
28 entitled "Equal Employment Opportunity," as amended by Executive Order 11375

1 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

2 8.3.2 All solicitations or advertisements for employees placed
3 by or on behalf of CONTRACTOR shall state that all qualified applicants will
4 receive consideration for employment without regard to race, religious creed,
5 color, national origin, ancestry, physical disability, mental disability,
6 medical condition, genetic information, marital status, sex, gender, gender
7 identity, gender expression, age, sexual orientation, military and veteran
8 status, or any other protected group, in accordance with the requirements of
9 all applicable federal or State laws. Notices describing the provisions of
10 the equal opportunity clause shall be posted in a conspicuous place for
11 employees and job applicants.

12 8.3.3 CONTRACTOR shall refer any and all employees desirous of
13 filing a formal discrimination complaint to:

14 California Department of Social Services

15 Public Inquiry and Response Bureau

16 P.O. Box 944243, M.S. 8-4-23

17 Sacramento, CA 95814

18 Telephone: (800) 952-5253

19 (800) 952-8349 (For the hard of hearing)

20 8.4 Non-Discrimination in Service Delivery

21 8.4.1 CONTRACTOR shall comply with Titles VI and VII of the
22 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
23 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
24 Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II
25 of the Americans with Disabilities Act of 1990, as amended; California Civil
26 Code Section 51 et seq., as amended; California Government Code (CGC) Sections
27 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
28 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-

1 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);
 2 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;
 3 and other applicable federal and State laws, as well as their implementing
 4 regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15;
 5 and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
 6 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist
 7 or be hereafter amended. CONTRACTOR shall not implement any administrative
 8 methods or procedures which would have a discriminatory effect or which would
 9 violate the CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter
 10 21-100. If there are any violations of this Paragraph, CDSS shall have the
 11 right to invoke fiscal sanctions or other legal remedies in accordance with
 12 WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the
 13 issue may be referred to the appropriate federal agency for further compliance
 14 action and enforcement of Subparagraph 8.4 et seq.

15 8.4.2 CONTRACTOR shall provide any and all clients desirous of
 16 filing a formal complaint any and all information as appropriate:

17 8.4.2.1 Pamphlet: "Your Rights Under California
 18 Welfare Programs" (PUB 13)

19 8.4.2.2 Discrimination Complaint Form

20 8.4.2.3 Civil Rights Contacts:

21 County Civil Rights Contact:

22 Orange County Social Services Agency

23 Program Integrity

24 Attn: Civil Rights Coordinator

25 P.O. Box 22001

26 Santa Ana, CA 92702-2001

27 Telephone: (714) 438-8877

28 State Civil Rights Contact:

1 California Department of Social Services
2 Civil Rights Bureau
3 P.O. Box 944243, M.S. 15-70
4 Sacramento, CA 94244-2430

5 Federal Civil Rights Contact:

6 U.S. Department of Health and Human Services
7 Office of Civil Rights
8 50 U.N. Plaza, Room 322
9 San Francisco, CA 94102

10 9. NOTICES

11 9.1 All notices, requests, claims, correspondence, reports, statements
12 authorized or required by this Agreement, and/or other communications shall be
13 addressed as follows:

14 COUNTY: County of Orange Social Services Agency
15 Contracts and Procurement Services
16 500 N. State College Blvd, Suite #100
17 Orange, CA 92868

18
19 CONTRACTOR: Orange County Child Abuse Prevention Center
20 2390 E. Orangewood Ave. Suite 300
21 Anaheim, CA 92806

22 9.2 All notices shall be deemed effective when in writing and
23 deposited in the United States mail, first class, postage prepaid and
24 addressed as above. Any communications, including notices, requests, claims,
25 correspondence, reports, and/or statements authorized or required by this
26 Agreement addressed in any other fashion shall be deemed not given. The
27 parties each may designate by written notice from time to time, in the manner
28 aforesaid, any change in the address to which notices must be sent.

1 10. NOTICE OF DELAYS

2 Except as otherwise provided under this Agreement, when either party has
3 knowledge that any actual or potential situation is delaying or threatens to
4 delay the timely performance of this Agreement, that party shall, within one
5 (1) business day, give notice thereof, including all relevant information with
6 respect thereto, to the other party.

7 11. INDEMNIFICATION

8 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
9 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
10 State, COUNTY, and their elected and appointed officials, officers, employees,
11 agents, and those special districts and agencies which COUNTY's Board of
12 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
13 any claims, demands, or liability of any kind or nature, including, but not
14 limited to, personal injury or property damage arising from or related to the
15 services, products, or other performance provided by CONTRACTOR pursuant to
16 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
17 court of competent jurisdiction because of the concurrent active negligence of
18 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
19 be apportioned as determined by the court. Neither party shall request a jury
20 apportionment.

21 12. INSURANCE

22 12.1 Prior to the provision of services under this Agreement,
23 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense,
24 including all endorsements required herein, necessary to satisfy COUNTY that
25 the insurance provisions of this Agreement have been complied with. CONTRACTOR
26 agrees to keep such insurance coverage, Certificates of Insurance and
27 endorsements on deposit with ADMINISTRATOR during the entire term of this
28 Agreement. In addition, all subcontractors performing work on behalf of

1 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the
2 same terms and conditions as set forth herein for CONTRACTOR.

3 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
4 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
5 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject
6 to the same terms and conditions as set forth herein for CONTRACTOR.
7 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
8 than the level of coverage required by COUNTY from CONTRACTOR under this
9 Agreement. It is the obligation of CONTRACTOR to provide notice of the
10 insurance requirements to every subcontractor and to receive proof of
11 insurance prior to allowing any subcontractor to begin work. Such proof of
12 insurance must be maintained by CONTRACTOR through the entirety of this
13 Agreement for inspection by COUNTY representative(s) at any reasonable time.

14 12.3 All self-insured retentions (SIRs) shall be clearly stated on the
15 Certificate of Insurance. Any self-insured retention (SIR) in an amount in
16 excess of fifty thousand dollars (\$50,000) shall specifically be approved by
17 the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current
18 audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in
19 addition to, and without limitation of, any other indemnity provision(s) in
20 the Agreement, agrees to all of the following:

21 12.3.1 In addition to the duty to indemnify and hold COUNTY
22 harmless against any and all liability, claim, demand or suit resulting from
23 CONTRACTOR's, its agent's, employee's or subcontractor's performance of this
24 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with
25 counsel approved by Board of Supervisors against same; and

26 12.3.2 CONTRACTOR's duty to defend, as stated above, shall be
27 absolute and irrespective of any duty to indemnify or hold harmless; and

28 12.3.3 The provisions of California Civil Code Section 2860

1 shall apply to any and all actions to which the duty to defend stated above
 2 applies, and CONTRACTOR'S SIR provisions shall be interpreted as though
 3 CONTRACTOR was an insurer and COUNTY was the insured.

4 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
 5 the full term of this Agreement, COUNTY may terminate this Agreement.

6 12.5 Qualified Insurer

7 12.5.1 The policy or policies of insurance required herein must
 8 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's
 9 Rating) and VIII (Financial Size Category as determined by the most current
 10 edition of the Best's Key Rating Guide/Property-Casualty/United States or
 11 ambest.com). It is preferred, but not mandatory, that the insurer be licensed
 12 to do business in the state of California (California Admitted Carrier).

13 12.6 If the insurance carrier does not have an A.M. Best Rating of A-
 14 /VIII, the CEO/Office of Risk Management retains the right to approve or
 15 reject a carrier after a review of the company's performance and financial
 16 rating.

17 12.7 The policy or policies of insurance maintained by CONTRACTOR shall
 18 provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Sexual Misconduct Liability	\$1,000,000 per occurrence

1
2 12.8 Required Coverage Forms

3 12.8.1 Commercial General Liability coverage shall be written on
4 Insurance Services Office (ISO) form CG 00 01 or a substitute form providing
5 liability coverage at least as broad.

6 12.8.2 Business Auto Liability coverage shall be written on ISO
7 form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing
8 coverage at least as broad.

9 12.9 Required Endorsements

10 12.9.1 Commercial General Liability policy shall contain the
11 following endorsements, which shall accompany the Certificate of Insurance:

12 12.9.1.1 An Additional Insured endorsement using ISO
13 form CG 20 26 04 13, or a form at least as broad, naming the County of Orange,
14 its elected and appointed officials, officers, agents and employees, as
15 Additional Insureds or provide blanket coverage, which will state AS REQUIRED
16 BY WRITTEN CONTRACT.

17 12.9.1.2 A primary non-contributing endorsement using
18 ISO form CG 20 01 04 13, or a form at least as broad, evidencing that
19 CONTRACTOR's insurance is primary and any insurance or self-insurance
20 maintained by the County of Orange shall be excess and non-contributing.

21 12.9.2 The Network Security and Privacy Liability policy shall
22 contain the following endorsements which shall accompany the Certificate of
23 Insurance.

24 12.9.2.1 An Additional Insured endorsement naming the
25 County of Orange, its elected and appointed officials, officers, agents and
26 employees as Additional Insureds for its vicarious liability.

27 12.9.2.2 A primary and non-contributing endorsement
28 evidencing that the CONTRACTOR's insurance is primary and any insurance or

1 self-insurance maintained by the County of Orange shall be excess and non-
2 contributing.

3 12.10 The Workers' Compensation policy shall contain a waiver of
4 subrogation endorsement waiving all rights of subrogation against the County
5 of Orange, its elected and appointed officials, officers, agents and employees
6 or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

7 12.11 All insurance policies required by this Agreement shall waive all
8 rights of subrogation against the County of Orange, its elected and appointed
9 officials, officers, agents and employees when acting within the scope of
10 their appointment or employment.

11 12.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days
12 of any policy cancellation and ten (10) days for non-payment of premium and
13 provide a copy of the cancellation notice to COUNTY. Failure to provide
14 written notice of cancellation may constitute a material breach of the
15 contract, upon which the COUNTY may suspend or terminate this Agreement.

16 12.13 If CONTRACTOR's Network Security & Privacy Liability policy is a
17 "claims made" policy, CONTRACTOR shall agree to maintain Network Security &
18 Privacy Liability coverage for two (2) years following completion of this
19 Agreement.

20 12.14 The Commercial General Liability policy shall contain a
21 severability of interests clause also known as a "separation of insureds"
22 clause (standard in the ISO CG 0001 policy).

23 12.15 Insurance certificates should be mailed to COUNTY at the address
24 indicated in Paragraph 9 of this Agreement.

25 12.16 If CONTRACTOR fails to provide the insurance certificates and
26 endorsements within seven (7) days of notification by CEO/County Procurement
27 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

28 12.17 COUNTY expressly retains the right to require CONTRACTOR to

1 increase or decrease insurance of any of the above insurance types throughout
2 the term of this Agreement. Any increase or decrease in insurance will be as
3 deemed by County of Orange Risk Manager as appropriate to adequately protect
4 COUNTY.

5 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the
6 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
7 certificates of insurance and endorsements with COUNTY incorporating such
8 changes within thirty (30) days of receipt of such notice, this Agreement may
9 be in breach without further notice to CONTRACTOR, and COUNTY shall be
10 entitled to all legal remedies.

11 12.19 The procuring of such required policy or policies of insurance
12 shall not be construed to limit CONTRACTOR's liability hereunder nor to
13 fulfill the indemnification provisions and requirements of this Agreement, nor
14 act in any way to reduce the policy coverage and limits available from the
15 insurer.

16 13. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

17 CONTRACTOR shall report to COUNTY, in writing within twenty-four (24)
18 hours of occurrence, the following:

19 13.1 Any accident or incident relating to services performed under this
20 Agreement that involves injury or property damage which may result in the
21 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

22 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
23 from or relating to services performed by CONTRACTOR under this Agreement.

24 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
25 property.

26 13.4 Any loss, disappearance, destruction, misuse or theft of any kind
27 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
28 under the term of this Agreement.

1 14. CONFLICT OF INTEREST

2 The CONTRACTOR shall exercise reasonable care and diligence to prevent
3 any actions or conditions that could result in a conflict with the best
4 interests of COUNTY. This obligation shall apply to CONTRACTOR, CONTRACTOR's
5 employees, agents, and subcontractors associated with accomplishing work and
6 services hereunder. The CONTRACTOR's efforts shall include, but not be
7 limited to establishing precautions to prevent its employees, agents, and
8 subcontractors from providing or offering gifts, entertainment, payments,
9 loans, or other considerations which could be deemed to influence or appear to
10 influence COUNTY staff or elected officers from acting in the best interests
11 of COUNTY.

12 15. ANTI-PROSELYTISM PROVISION

13 No funds provided directly to institutions or organizations to provide
14 services and administer programs under Title 42 United States Code (USC)
15 Section 604a(a)(1)(A) shall be expended for sectarian worship, instruction, or
16 proselytization, except as otherwise permitted by law.

17 16. SUPPLANTING GOVERNMENT FUNDS

18 CONTRACTOR shall not supplant any federal, State, or COUNTY funds
19 intended for the purposes of this Agreement with any funds made available
20 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY
21 for, or apply sums received from COUNTY with respect to, that portion of its
22 obligations which have been paid by another source of revenue. CONTRACTOR
23 agrees that it shall not use funds received pursuant to this Agreement, either
24 directly or indirectly, as a contribution or compensation for purposes of
25 obtaining federal, State, or COUNTY funds under any federal, State, or COUNTY
26 program without prior written approval of ADMINISTRATOR.

27 17. EQUIPMENT

28 17.1 All items purchased with funds provided under this Agreement, or

1 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
2 at least five thousand dollars (\$5,000), including sales tax, shall be
3 considered Capital Equipment. Title to all Capital Equipment shall, upon
4 purchase, vest and remain in COUNTY. The use of such items of Capital
5 Equipment is limited to the performance of this Agreement. Upon the
6 termination of this Agreement, CONTRACTOR shall immediately return any items
7 of Capital Equipment to COUNTY or its representatives, or dispose of them in
8 accordance with the directions of ADMINISTRATOR.

9 CONTRACTOR further agrees to the following:

10 17.1.1 To maintain all items of Capital Equipment in good
11 working order and condition, normal wear and tear excepted.

12 17.1.2 To label all items of Capital Equipment, do periodic
13 inventories as required by ADMINISTRATOR, and to maintain an inventory list
14 showing where and how the Capital Equipment is being used, in accordance with
15 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
16 ADMINISTRATOR within ten (10) days of any request therefore.

17 17.1.3 To report in writing to ADMINISTRATOR immediately after
18 discovery, the loss or theft of any items of Capital Equipment. For stolen
19 items, the local law enforcement agency must be contacted and a copy of the
20 police report submitted to ADMINISTRATOR.

21 17.1.4 To purchase a policy or policies of insurance covering
22 loss or damage to any and all Capital Equipment purchased under this
23 Agreement, in the amount of the full replacement value thereof, providing
24 protection against the classification of fire, extended coverage, vandalism,
25 malicious mischief, and special extended perils (all risks) covering the
26 parties' interests as they appear.

27 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be
28 requested in writing, shall require the prior written approval of

1 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
2 appropriate and directly related to CONTRACTOR's service or activity under the
3 terms of this Agreement. COUNTY may refuse reimbursement for any costs
4 resulting from Capital Equipment purchased which are incurred by CONTRACTOR,
5 if prior written approval has not been obtained from ADMINISTRATOR.

6 17.3 Personal Computer Equipment

7 No personal computers and/or personal electronic devices, such as
8 tablets and laptop computers, or any component thereof, may be purchased with
9 funds provided under this Agreement.

10 18. BREACH SANCTIONS

11 18.1 Failure by CONTRACTOR to comply with any of the provisions,
12 covenants, or conditions of this Agreement shall be a material breach of this
13 Agreement. In such event, ADMINISTRATOR may, and in addition to immediate
14 termination and any other remedies available at law, in equity, or otherwise
15 specified in this Agreement:

16 18.1.1 Afford CONTRACTOR a time period within which to cure the
17 breach, which period shall be established by ADMINISTRATOR; and/or

18 18.1.2 Discontinue reimbursement to CONTRACTOR for and during
19 the period in which CONTRACTOR is in breach, which reimbursement shall not be
20 entitled to later recovery; and/or

21 18.1.3 Offset against any monies billed by CONTRACTOR but yet
22 unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2
23 above.

24 18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
25 pursuant to this Paragraph, which notice shall be deemed served on the date of
26 mailing.

27 19. PAYMENTS

28 19.1 Maximum Contractual Obligation

1 The maximum obligation of COUNTY under this Agreement shall not
2 exceed the amount of \$1,939,683.00, or actual allowable costs, whichever is
3 less. The annual amount for each twelve (12) month period is as follows:

4 19.1.1 \$646,561.00 for July 1, 2018 through June 30, 2019;

5 19.1.2 \$646,561.00 for July 1, 2019 through June 30, 2020; and

6 19.1.3 \$646,561.00 for July 1, 2020 through June 30, 2021.

7 19.2 Allowable Costs

8 During the term of this Agreement, COUNTY shall pay CONTRACTOR
9 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
10 pursuant to this Agreement, as defined in Title 2 CFR Part 200, or as approved
11 by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR
12 for anticipated allowable costs that will be incurred by CONTRACTOR for June
13 2019, 2020, and 2021 of the applicable contract year, during the month of such
14 anticipated expenditure.

15 19.3 Match

16 In providing services pursuant to this Agreement, CONTRACTOR shall
17 provide a match in an amount no less than ten percent (10%) of the amount paid
18 to CONTRACTOR by COUNTY during each year covered by this Agreement.
19 CONTRACTOR shall not use government funds to provide its match without prior
20 written approval by the government agency providing the funds and
21 ADMINISTRATOR. The match shall be reflected on the monthly invoice and shall
22 be deducted from payments made by COUNTY to CONTRACTOR. In the event there is
23 a portion of the match unpaid at the termination of this Agreement, it shall
24 be deducted from any monies owed CONTRACTOR by COUNTY, or paid to COUNTY upon
25 demand.

26 19.4 Claims

27 19.4.1 CONTRACTOR shall submit monthly claims to be received by
28 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for

1 expenses incurred in the preceding month. In the event the twentieth (20th)
2 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the
3 claim the next business day. COUNTY holidays include New Year's Day, Martin
4 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
5 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
6 Friday after Thanksgiving Day, and Christmas Day.

7 19.4.2 All claims must be submitted on a form approved by
8 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
9 source documents with the monthly claim, including, inter alia, a monthly
10 statement of services, general ledgers, supporting journals, time sheets,
11 invoices, canceled checks, receipts, and receiving records, some of which may
12 be required to be copied. Source documents that CONTRACTOR must submit shall
13 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
14 shall retain all financial records in accordance with Paragraph 25 of this
15 Agreement.

16 19.4.3 Payments should be released by COUNTY within a reasonable
17 time period of approximately thirty (30) days after receipt of a correctly
18 completed claim form and required supporting documentation.

19 19.4.4 Year End and Final Claims

20 19.4.4.1 CONTRACTOR shall submit a final claim for
21 each COUNTY fiscal year, July 1 through June 30, covered under the term of
22 this Agreement, as stated in Paragraph 1, by no later than August 30th of each
23 corresponding COUNTY fiscal year. Claims received after August 30th of each
24 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not
25 be reimbursed. ADMINISTRATOR may modify the date upon which the final claim
26 per each COUNTY fiscal year must be received, upon written notice to
27 CONTRACTOR.

28 19.4.4.2 The basis for final settlement shall be the

1 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200,
2 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
3 to the maximum obligation of COUNTY. In the event that any overpayment has
4 been made, COUNTY may offset the amount of the overpayment against the final
5 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
6 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
7 Nothing herein shall be construed as limiting the remedies of COUNTY in the
8 event an overpayment has been made.

9 20. OVERPAYMENTS

10 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which
11 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in
12 accordance with any applicable regulations and/or policies in effect during
13 the term of this Agreement, or as established by COUNTY procedure. Any
14 overpayments made by COUNTY which result from a payment by any other funding
15 source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the
16 funding source. Unless earlier repaid, CONTRACTOR shall make repayment within
17 thirty (30) days after the date of the final audit findings report and prior
18 to any administrative appeal process. In the event an overpayment owing by
19 CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR
20 shall reimburse COUNTY within thirty (30) days thereafter and prior to any
21 administrative appeal process. CONTRACTOR agrees to pay all costs incurred by
22 COUNTY necessary to enforce the provisions set forth in this Paragraph.

23 21. OUTSTANDING DEBT

24 CONTRACTOR shall have no outstanding debt with ADMINISTRATOR, or shall
25 be in the process of resolving outstanding debt to ADMINISTRATOR's
26 satisfaction, prior to entering into and during the term of this Agreement.

27 22. REVENUE

28 22.1 Whenever CONTRACTOR receives any money specifically designated for

1 use on items or salaries paid by contract in programs funded through this
2 Agreement, excluding any funds specified as a CONTRACTOR match under this
3 Agreement, such monies shall be considered to be a cost off-set and treated as
4 a reduction against the amount claimed by CONTRACTOR.

5 22.2 CONTRACTOR is not required to apply grants or gifts which are
6 unrestricted in use to any cost or expense of CONTRACTOR in which COUNTY
7 participates.

8 23. FINAL REPORT

9 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report
10 within sixty (60) days after the termination of this Agreement, which shall
11 summarize the activities and services provided by CONTRACTOR during the term
12 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree to modify
13 the date upon which the final report must be submitted. Any agreement must be
14 in writing.

15 24. INDEPENDENT AUDIT

16 24.1 CONTRACTOR shall employ a licensed certified public accountant who
17 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
18 related expenditures during the term of this Agreement in compliance with the
19 31 USC 7501 - 7507, as well as its implementing regulations under 2 CFR Part
20 200, Uniform Administrative Requirements, Cost Principles and Audit
21 Requirements for Federal Awards. If CONTRACTOR is not subject to the
22 aforementioned regulations for any year covered during the term of this
23 Agreement, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's
24 Report of CONTRACTOR's financial statements. The audit must be performed in
25 accordance with generally accepted government auditing standards. CONTRACTOR
26 shall cooperate with COUNTY, State, and/or federal agencies to ensure that
27 corrective action is taken within six (6) months after issuance of all audit
28 reports with regard to audit exceptions.

1 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
2 covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies
3 of organization-wide audits for each of the fiscal cycles corresponding with
4 the term of this Agreement. CONTRACTOR shall provide each audit within
5 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to
6 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny
7 payment under this or any subsequent Agreement with CONTRACTOR until such time
8 as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may
9 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

10 25. RECORDS, INSPECTIONS, AND AUDITS

11 25.1 Financial Records

12 25.1.1 CONTRACTOR shall prepare and maintain accurate and
13 complete financial records. Financial records shall be retained by CONTRACTOR
14 for a minimum of five (5) years from the date of final payment under this
15 Agreement, or until all pending COUNTY, State, and federal audits are
16 completed, whichever is later.

17 25.1.2 CONTRACTOR shall establish and maintain reasonable
18 accounting, internal control, and financial reporting standards in conformity
19 with generally accepted accounting principles established by the American
20 Institute of Certified Public Accountants and to the satisfaction of
21 ADMINISTRATOR.

22 25.2 Client Records

23 25.2.1 CONTRACTOR shall prepare and maintain accurate and
24 complete records of clients served and dates and type of services provided
25 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

26 25.2.2 CONTRACTOR shall keep all COUNTY data provided to
27 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5)
28 years from the date of final payment under this Agreement, or until all

1 pending COUNTY, State, and federal audits are completed, whichever is later.
2 These records shall be stored in Orange County, unless CONTRACTOR requests and
3 COUNTY provides written approval for the right to store the records in another
4 county. Notwithstanding anything to the contrary, upon termination of this
5 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to
6 COUNTY in accordance with Subparagraph 42.2.

7 25.2.3 COUNTY may refuse payment for a claim if client records
8 are determined by COUNTY to be incomplete or inaccurate. In the event client
9 records are determined to be incomplete or inaccurate after payment has been
10 made, COUNTY may treat such payment as an overpayment within the provisions of
11 this Agreement.

12 25.3 Public Records

13 To the extent permissible under the law, all records, including,
14 but not limited to, reports, audits, notices, claims, statements, and
15 correspondence, required by this Agreement, may be subject to public
16 disclosure. COUNTY will not be liable for any such disclosure.

17 25.4 Inspections and Audits

18 25.4.1 The U.S. Department of Health and Human Services,
19 Comptroller General of the United States, Director of CDSS, State Auditor-
20 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
21 Department, or any of their authorized representatives, shall have access to
22 any books, documents, papers, and records, including medical records, of
23 CONTRACTOR which any of them may determine to be pertinent to this Agreement.
24 Further, all the above mentioned persons have the right at all reasonable
25 times to inspect or otherwise evaluate the work performed or being performed
26 under this Agreement and the premises in which it is being performed.

27 25.4.2 CONTRACTOR shall make its books and records available
28 within the borders of Orange County within ten (10) days of receipt of written

1 demand by ADMINISTRATOR.

2 25.4.3 In the event CONTRACTOR does not make available its books
3 and financial records within the borders of Orange County, CONTRACTOR agrees
4 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
5 designee, necessary to obtain CONTRACTOR's books and records.

6 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of
7 COUNTY's liability to the State or Federal Government or any agency thereof
8 resulting from any disallowances or other audit exceptions to the extent that
9 such liability is attributable to CONTRACTOR's failure to perform under this
10 Agreement.

11 25.5 Evaluation Studies

12 25.5.1 CONTRACTOR shall participate, as requested by COUNTY, in
13 research and/or evaluative studies designed to show the effectiveness and/or
14 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
15 project.

16 26. PERSONNEL DISCLOSURE

17 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
18 all personnel providing services hereunder, including résumés and job
19 applications. Changes to the list will be immediately provided to
20 ADMINISTRATOR, in writing, along with a copy of a résumé and/or job
21 application. The list shall include:

22 26.1.1 Names and dates of birth of all full or part-time
23 personnel by title, including volunteer personnel, whose direct services are
24 required to provide the programs described herein;

25 26.1.2 A brief description of the functions of each position and
26 the hours each person works each week, or for part-time personnel, each day or
27 month, as appropriate;

28 26.1.3 The professional degree, if applicable, and experience

1 required for each position; and

2 26.1.4 The language skill, if applicable, for all personnel.

3 26.2 Where authorized by law, and in a manner consistent with
4 California Government Code §12952, CONTRACTOR shall require prospective
5 employees to provide detailed information regarding the conviction of a crime
6 by any court for offenses other than minor traffic offenses. Information
7 discovered subsequent to the hiring or promotion of any prospective employee
8 shall be cause for termination from the performance of services under this
9 Agreement.

10 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
11 COUNTY, a clearance on the following public websites of the names and dates of
12 birth for all employees and/or volunteers who will have direct, interactive
13 contact with clients served through this Agreement: U.S. Department of Justice
14 National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
15 Registry (www.meganslaw.ca.gov).

16 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
17 COUNTY, a criminal record background check on all employees (direct service
18 and administrative) funded through this Agreement and also all non-funded
19 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,
20 interactive contact with clients served through this Agreement. Background
21 checks conducted through the California Department of Justice shall include a
22 check of the California Central Child Abuse Index, when
23 applicable. Candidates will satisfy background checks consistent with this
24 Paragraph and their performance of services under this Agreement.

25 26.5 CONTRACTOR shall ensure that clearances and background checks
26 described in Subparagraphs 26.3 and 26.4 are completed prior to CONTRACTOR's
27 personnel providing services under this Agreement.

28 26.6 In the event a record is revealed through the processes described

1 in Subparagraphs 26.3 and 26.4, COUNTY will be available to consult with
2 CONTRACTOR on appropriateness of personnel providing services through this
3 Agreement.

4 26.7 CONTRACTOR warrants that all persons employed or otherwise
5 assigned by CONTRACTOR to provide services under this Agreement have
6 satisfactory past work records and/or reference checks indicating their
7 ability to perform the required duties and accept the kind of responsibility
8 anticipated under this Agreement. CONTRACTOR shall maintain records of
9 background investigations and reference checks undertaken and coordinated by
10 CONTRACTOR for each employee and/or volunteer assigned to provide services
11 under this Agreement, for a minimum of five (5) years from the date of final
12 payment under this Agreement, or until all pending COUNTY, State, and federal
13 audits are completed, whichever is later, in compliance with all applicable
14 laws.

15 26.8 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
16 arrest and/or subsequent conviction, for offenses, other than minor traffic
17 offenses, of any paid employee and/or volunteer staff performing services
18 under this Agreement, when such information becomes known to CONTRACTOR.
19 ADMINISTRATOR may determine whether such employee and/or volunteer may
20 continue to provide services under this Agreement and shall provide notice of
21 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
22 with ADMINISTRATOR's decision shall be deemed a material breach of this
23 Agreement, pursuant to Paragraph 18 above.

24 26.9 COUNTY has the right to approve or disapprove all of CONTRACTOR's
25 staff performing work hereunder, and any proposed changes in CONTRACTOR's
26 staff.

27 26.10 COUNTY shall have the right to require CONTRACTOR to remove any
28 employee from the performance of services under this Agreement. At the

1 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

2 26.11 CONTRACTOR shall notify COUNTY immediately when staff is
3 terminated for cause from working on this Agreement.

4 26.12 Disqualification, if any, of CONTRACTOR staff, pursuant to
5 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all
6 work in accordance with the terms and conditions of this Agreement.

7 27. EMPLOYMENT ELIGIBILITY VERIFICATION

8 As applicable, CONTRACTOR warrants that it fully complies with all
9 federal and State statutes and regulations regarding the employment of aliens
10 and others, and that all its employees performing work under this Agreement
11 meet the citizenship or alien status requirement set forth in federal statutes
12 and regulations. CONTRACTOR shall obtain, from all employees performing work
13 hereunder, all verification and other documentation of employment eligibility
14 status required by federal or State statutes and regulations including, but
15 not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC
16 Section 1324 et seq., as they currently exist and as they may be hereafter
17 amended. CONTRACTOR shall retain all such documentation for all covered
18 employees for the period prescribed by the law. CONTRACTOR shall indemnify,
19 defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY,
20 and its agents, officers and employees from employer sanctions and any other
21 liability which may be assessed against CONTRACTOR or COUNTY or both in
22 connection with any alleged violation of any federal or State statutes or
23 regulations pertaining to the eligibility for employment of any persons
24 performing work under this Agreement.

25 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

26 28.1 CONTRACTOR certifies it is in full compliance with all applicable
27 federal and State reporting requirements regarding its employees and with all
28 lawfully served Wage and Earnings Assignment Orders and Notices of Assignments

1 and will continue to be in compliance throughout the term of the Agreement
2 with the County of Orange. Failure to comply shall constitute a material
3 breach of the Agreement and failure to cure such breach within sixty (60)
4 calendar days of notice from the COUNTY shall constitute grounds for
5 termination of the Agreement.

6 28.2 In the case of an individual contractor or contractor doing
7 business in a form other than an individual, CONTRACTOR agrees to furnish
8 ADMINISTRATOR within thirty (30) days of the award of this Agreement:

9 28.2.1 His/her name, date of birth, Social Security Number, and
10 residence address; or

11 28.2.2 In the case of a contractor doing business in a form
12 other than as an individual, the name, date of birth, Social Security Number,
13 and residence address of each individual who owns an interest of ten percent
14 (10%) or more in the contracting entity.

15 28.3 It is expressly understood that this data will be transmitted to
16 governmental agencies charged with the establishment and enforcement of child
17 support orders, and for no other purpose.

18 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

19 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
20 ensure that all employees, agents, subcontractors, and all other individuals
21 performing services under this Agreement report child abuse or neglect to one
22 of the agencies specified in Penal Code Section 11165.9 and dependent adult or
23 elder abuse as defined in Section 15610.07 of the WIC to one of the agencies
24 specified in WIC Section 15630. CONTRACTOR shall require such employees,
25 agents, subcontractors, and all other individuals performing services under
26 this Agreement to sign a statement acknowledging the child abuse reporting
27 requirements set forth in Sections 11166 and 11166.05 of the Penal Code and
28 the dependent adult and elder abuse reporting requirements, as set forth in

1 Section 15630 of the WIC, and shall comply with the provisions of these code
2 sections, as they now exist or as they may hereafter be amended.

3 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

4 CONTRACTOR shall notify and provide to its employees, a fact sheet
5 regarding the Safely Surrendered Baby Law, its implementation in Orange
6 County, and where and how to safely surrender a baby. The fact sheet is
7 available on the Internet at www.babysafe.ca.gov for printing purposes. The
8 information shall be posted in all reception areas where clients are served.

9 31. CONFIDENTIALITY

10 31.1 CONTRACTOR agrees to maintain the confidentiality of its records
11 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
12 and all other provisions of law, and regulations promulgated thereunder
13 relating to privacy and confidentiality, as each may now exist or be hereafter
14 amended.

15 31.2 All records and information concerning any and all persons
16 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
17 kept confidential by CONTRACTOR and CONTRACTOR's employees, agents,
18 subcontractors, and all other individuals performing services under this
19 Agreement. CONTRACTOR shall require all of its employees, agents,
20 subcontractors, and all other individuals performing services under this
21 Agreement to sign an agreement with CONTRACTOR before commencing the provision
22 of any such services, agreeing to maintain confidentiality pursuant to State
23 and federal law and the terms of this Agreement.

24 31.3 CONTRACTOR shall inform all of its employees, agents,
25 subcontractors, and all other individuals performing services under this
26 Agreement of this provision and that any person violating the provisions of
27 said California state law may be guilty of a crime.

28 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall

1 be subject to the confidentiality requirements of this Agreement.

2 31.5 CONTRACTOR agrees to maintain the confidentiality of its records
3 with respect to Juvenile Court matters, in accordance with WIC Section 827,
4 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
5 regarding Confidentiality, as it now exists or may hereafter be amended.

6 31.5.1 No access, disclosure, or release of information
7 regarding a child who is the subject of Juvenile Court proceedings shall be
8 permitted except as authorized. If authorization is in doubt, no such
9 information shall be released without the written approval of a Judge of the
10 Juvenile Court.

11 31.5.2 CONTRACTOR must receive prior written approval of the
12 Juvenile Court before allowing any child to be interviewed, photographed, or
13 recorded by any publication or organization, or to appear on any radio,
14 television, or internet broadcast or make any other public appearance. Such
15 approval shall be requested through child's Social Worker.

16 32. SECURITY

17 32.1 Security Requirements

18 32.1.1 CONTRACTOR agrees to maintain the confidentiality of all
19 COUNTY and COUNTY-related records and information pursuant to all statutory
20 laws relating to privacy and confidentiality that currently exists or exists
21 at any time during the term of this Agreement. CONTRACTOR represents and
22 warrants that it has implemented and will maintain during the term of this
23 Agreement administrative, physical, and technical safeguards to reasonably
24 protect private and confidential client information, to protect against
25 anticipated threats to the security or integrity of COUNTY data, and to
26 protect against unauthorized physical or electronic access to or use of COUNTY
27 data. Such safeguards and controls shall include at a minimum:

28 32.1.1.1 Storage of confidential paper files that

1 ensures records are secured, handled, transported, and destroyed in a manner
2 that prevents unauthorized access.

3 32.1.1.2 Control of access to physical and electronic
4 records to ensure COUNTY data is accessed only by individuals with a need to
5 know for the delivery of contract services.

6 32.1.1.3 Control to prevent unauthorized access and to
7 prevent CONTRACTOR employees from providing COUNTY data to unauthorized
8 individuals.

9 32.1.1.4 Firewall protection.

10 32.1.1.5 Use of encryption methods of electronic
11 COUNTY data while in transit from CONTRACTOR networks to external networks,
12 when applicable.

13 32.1.1.6 Measures to securely store all COUNTY data,
14 including, but not be limited to, encryption at rest and multiple levels of
15 authentication and measures to ensure COUNTY data shall not be altered or
16 corrupted without COUNTY's prior written consent. CONTRACTOR further
17 represents and warrants that it has implemented and will maintain during the
18 term of this Agreement administrative, technical, and physical safeguards and
19 controls consistent with State and federal security requirements.

20 32.2 Security Breach Notification

21 32.2.1 CONTRACTOR shall have policies and procedures in place
22 for the effective management of Security Breaches, as defined below. In the
23 event of any actual, attempted, suspected, threatened, or reasonably
24 foreseeable circumstance CONTRACTOR experiences or learns of that either
25 compromises or could reasonably be expected to comprise COUNTY data through
26 unauthorized use, disclosure, or acquisition of COUNTY data ("Security
27 Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After
28 such notification, CONTRACTOR shall, at its own expense, immediately:

1 32.2.1.1 Investigate to determine the nature and
2 extent of the Security Breach.

3 32.2.1.2 Contain the incident by taking necessary
4 action, including, but not limited to, attempting to recover records, revoking
5 access, and/or correcting weaknesses in security.

6 32.2.1.3 Report to COUNTY the nature of the Security
7 Breach, the COUNTY data used or disclosed, the person who made the
8 unauthorized use or received the unauthorized disclosure, what CONTRACTOR has
9 done or will do to mitigate any harmful effect of the unauthorized use or
10 disclosure, and the corrective action CONTRACTOR has taken or will take to
11 prevent future similar unauthorized use or disclosure.

12 32.2.2 The COUNTY, at its sole discretion and on a case-by-case
13 basis, will determine what actions are necessary in response to the Security
14 Breach and who will perform these actions. Actions may include, but are not
15 limited to: notifications; investigation and remediation costs, including
16 notification of all whose personal information was disclosed; outside
17 investigation; forensics; counsel; crisis management; and credit monitoring.
18 In the event COUNTY determines CONTRACTOR will conduct additional action(s),
19 CONTRACTOR shall bear the costs. In the event COUNTY conducts additional
20 actions(s) arising out of or in connection with a Security Breach, CONTRACTOR
21 shall reimburse COUNTY for costs associated to legally required actions.

22 33. COPYRIGHT ACCESS

23 The U.S. Department of Health and Human Services, the CDSS, and COUNTY
24 will have a royalty-free, nonexclusive, and irrevocable license to publish,
25 translate, or use, now and hereafter, all material developed under this
26 Agreement, including those covered by copyright.

27 34. WAIVER

28 No delay or omission by either party hereto to exercise any right or

1 power accruing upon any noncompliance or default by the other party with
2 respect to any of the terms of this Agreement shall impair any such right or
3 power or be construed to be a waiver thereof. A waiver by either of the
4 parties hereto of any of the covenants, conditions, or agreements to be
5 performed by the other shall not be construed to be a waiver of any succeeding
6 breach thereof, or of any other covenant, condition, or agreement herein
7 contained.

8 35. PETTY CASH

9 CONTRACTOR is authorized to establish a petty cash fund in an amount not
10 to exceed one thousand dollars (\$1,000).

11 36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

12 36.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY.
13 The use and/or reproduction of COUNTY's name, logos, or symbols for any
14 purpose, including commercial advertisement, promotional purposes,
15 announcements, displays, or press releases, without COUNTY's prior written
16 consent is expressly prohibited.

17 36.2 CONTRACTOR may develop and publish information related to this
18 Agreement where all of the following conditions are satisfied:

19 36.2.1 ADMINISTRATOR provides its written approval of the
20 content and publication of the information at least thirty (30) days prior to
21 CONTRACTOR publishing the information, unless a different timeframe for
22 approval is agreed upon by the ADMINISTRATOR;

23 36.2.2 Unless directed otherwise by ADMINISTRATOR, the
24 information includes a statement that the program, wholly or in part, is
25 funded through County, State, and Federal Government funds.

26 36.2.3 The information does not give the appearance that the
27 COUNTY, its officers, employees, or agencies endorse:

28 36.2.3.1 Any commercial product or service; and,

1 36.2.3.2 Any product or service provided by
2 CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

3 36.2.4 If CONTRACTOR uses social media (such as Facebook,
4 Twitter, YouTube, or other publicly available social media sites) to publish
5 information related to this Agreement, CONTRACTOR shall develop social media
6 policies and procedures and have them available to the ADMINISTRATOR.
7 CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
8 they pertain to any social media developed in support of the services
9 described within this Agreement. The policy is available on the Internet at
10 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

11 37. REPORTS

12 37.1 CONTRACTOR shall provide information deemed necessary by
13 ADMINISTRATOR to complete any State-required reports related to the services
14 provided under this Agreement.

15 37.2 CONTRACTOR shall maintain records and submit reports containing
16 such data and information regarding the performance of CONTRACTOR's services,
17 costs, or other data relating to this Agreement, as may be requested by
18 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
19 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

20 38. ENERGY EFFICIENCY STANDARDS

21 As applicable, CONTRACTOR shall comply with the mandatory standards and
22 policies relating to energy efficiency in the State Energy Conservation Plan
23 (Title 24, CCR).

24 39. ENVIRONMENTAL PROTECTION STANDARDS

25 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC
26 Section 7401 et seq.], the Clean Water Act (Title 33 USC Section 1251 et
27 seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter
28 referred to as "EPA," regulations (Title 40 CFR), as any may now exist or be

1 hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

2 39.1 No facility to be utilized in the performance of the proposed
3 grant has been listed on the EPA List of Violating Facilities;

4 39.2 It will notify COUNTY prior to award of the receipt of any
5 communication from the Director, Office of Federal Activities, U.S. EPA,
6 indicating that a facility to be utilized for the grant is under consideration
7 to be listed on the EPA List of Violating Facilities; and

8 39.3 It will notify COUNTY and EPA about any known violation of the
9 above laws and regulations.

10 40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
11 FEDERAL TRANSACTIONS

12 40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law
13 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect
14 to those provisions set down by the OMB and published in the Federal Register
15 dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these
16 laws and regulations, it is mutually understood that any contract which
17 utilizes federal monies in excess of \$100,000 must contain, and CONTRACTOR
18 must certify compliance utilizing a form provided by ADMINISTRATOR that cites
19 the following:

20 40.1.1 The definitions and prohibitions contained in the clause
21 at Federal Acquisition Regulation 52.203-12, Limitation on Payments to
22 Influence Certain Federal Transactions, included in this solicitation, are
23 hereby incorporated by reference in 40.1.2 of this certification.

24 40.1.2 The offeror, by signing its offer, hereby certifies to
25 the best of his or her knowledge and belief as of December 23, 1989, that

26 40.1.2.1 No federal appropriated funds have been paid
27 or will be paid to any person for influencing or attempting to influence an
28 officer or employee of any agency, a Member of Congress, an officer or

1 employee of Congress, or an employee of a Member of Congress on his or her
2 behalf in connection with the awarding of any federal contract, the making of
3 any federal grant, the making of any federal loan, the entering into of any
4 cooperative agreement, and the extension, continuation, renewal, amendment, or
5 modification of any federal contract, grant, loan or cooperative agreement;

6 40.1.2.2 If any funds other than federal appropriated
7 funds (including profit or fee received under a covered federal transaction)
8 have been paid, or will be paid, to any person for influencing or attempting
9 to influence an officer or employee of any agency, a Member of Congress, an
10 officer or employee of Congress, or an employee of a Member of Congress on his
11 or her behalf in connection with this solicitation, the offeror shall complete
12 and submit with its offer, OMB standard form LLL, Disclosure of Lobbying
13 Activities, to the Contracting Officer; and

14 40.1.2.3 He or she will include the language of this
15 certification in all subcontract awards at any tier and require that all
16 recipients of subcontract awards in excess of \$100,000 shall certify and
17 disclose accordingly.

18 40.1.3 Submission of this certification and disclosure is a
19 prerequisite for making or entering into this Agreement imposed by Section
20 1352, Title 31, USC. Any person who makes an expenditure prohibited under
21 this provision or who fails to file or amend the disclosure form to be filed
22 or amended by this provision, shall be subject to a civil penalty of not less
23 than \$10,000, and not more than \$100,000, for each such failure.

24 41. POLITICAL ACTIVITY

25 CONTRACTOR agrees that the funds provided herein shall not be used to
26 promote, directly or indirectly, any political party, political candidate, or
27 political activity, except as permitted by law.

28 42. TERMINATION PROVISIONS

1 42.1 ADMINISTRATOR may terminate this Agreement without penalty,
2 immediately with cause or after thirty (30) days written notice without cause,
3 unless otherwise specified. Notice shall be deemed served on the date of
4 mailing. Cause shall include, but not be limited, to any breach of contract,
5 any partial misrepresentation whether negligent or willful, fraud on the part
6 of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's
7 reasonable control, and repeated or continued violations of COUNTY ordinances
8 unrelated to performance under this Agreement that, in the reasonable opinion
9 of COUNTY, indicate a willful or reckless disregard for COUNTY laws and
10 regulations. Exercise by ADMINISTRATOR of the right to terminate this
11 Agreement shall relieve COUNTY of all further obligations under this
12 Agreement.

13 42.2 For ninety (90) calendar days prior to the expiration date of this
14 Agreement, or upon notice of termination of this Agreement ("Transition
15 Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly
16 transfer of service responsibilities, case records, and pertinent documents.
17 The Transition Period may be modified as agreed upon in writing by the
18 parties. During the Transition Period, service and data access shall continue
19 to be made available to COUNTY without alteration. CONTRACTOR also shall
20 assist COUNTY in extracting and/or transitioning all data in the format
21 determined by COUNTY.

22 42.3 In the event of termination of this Agreement, cessation of
23 business by CONTRACTOR, or any other event preventing CONTRACTOR from
24 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data
25 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if
26 requested to do so on such media as reasonably requested by COUNTY, even if
27 COUNTY is then or is alleged to be in breach of this Agreement.

28 42.4 The obligations of COUNTY under this Agreement are contingent upon

1 the availability of federal and/or State funds, as applicable, for the
2 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
3 for the services hereunder in the budget approved by the Orange County Board
4 of Supervisors each fiscal year this Agreement remains in effect or operation.
5 In the event that such funding is terminated or reduced, ADMINISTRATOR may
6 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
7 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
8 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
9 notification of such determination. CONTRACTOR shall immediately comply with
10 ADMINISTRATOR's decision.

11 42.5 If any term, covenant, condition, or provision of this Agreement
12 or the application thereof is held invalid, void, or unenforceable, the
13 remainder of the provisions in this Agreement shall remain in full force and
14 effect and shall in no way be affected, impaired, or invalidated thereby.

15 43. GOVERNING LAW AND VENUE

16 This Agreement has been negotiated and executed in the State of
17 California and shall be governed by and construed under the laws of the State
18 of California, without reference to conflict of law provisions. In the event
19 of any legal action to enforce or interpret this Agreement, the sole and
20 exclusive venue shall be a court of competent jurisdiction located in Orange
21 County, California, and the parties hereto agree to and do hereby submit to
22 the jurisdiction of such court, notwithstanding Code of Civil Procedure
23 Section 394. Furthermore, the parties specifically agree to waive any and all
24 rights to request that an action be transferred for trial to another county.

25 44. SIGNATURE IN COUNTERPARTS

26 The parties agree that separate copies of this Agreement may be signed
27 by each of the parties, and this Agreement will have the same force and effect
28 as if the original had been signed by all the parties.

1 CONTRACTOR represents and warrants that the person executing this
2 Agreement on behalf of and for CONTRACTOR is an authorized agent who has
3 actual authority to bind CONTRACTOR to each and every term, condition and
4 obligation of this Agreement and that all requirements of CONTRACTOR have been
5 fulfilled to provide such actual authority.

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WHEREFORE, the parties hereto have executed this Agreement in the County of Orange, California.

By: *Scott Trotter*
SCOTT TROTTER
EXECUTIVE DIRECTOR
ORANGE COUNTY CHILD ABUSE
PREVENTION CENTER

By: _____
CHAIRMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: 3/27/2018

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
ATTEST:

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: *Carolyn S. Frost*
DEPUTY

Dated: 04/03/18

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

ORANGE COUNTY CHILD ABUSE PREVENTION CENTER
FOR THE PROVISION OF CHILD ABUSE PREVENTION AND INTERVENTION
SERVICES

BASIC NEEDS AND PLACEMENT PREPARATION SERVICES

1. POPULATION TO BE SERVED

CONTRACTOR shall provide services to families with children, ages birth (0) through seventeen (17) years, who lack basic resources or require assistance with home repairs and/or modifications in order to comply with placement requirements prior to a child's placement in the home. Those served will be caregivers, not including foster and Foster Family Agency (FFA) families, referred by Children and Family Services (CFS) Division of Social Services Agency (SSA) and shall hereinafter be referred to as "FAMILIES."

2. GOALS AND OUTCOMES

2.1 For purposes of this Agreement, CONTRACTOR and ADMINISTRATOR agree to the following annual outcomes:

2.1.1 CONTRACTOR shall fill two thousand three hundred (2,300) emergent requests for services and goods through purchases, donations and existing community resources.

2.2 CONTRACTOR shall fill two thousand three hundred (2,300) non-emergent requests for services and goods through donations and existing community resources.

3. HOURS OF OPERATION

3.1 CONTRACTOR shall provide services and deliveries during hours that are responsive to the needs of the target population as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 6:00 p.m. At a minimum, CONTRACTOR shall conduct deliveries Monday through Friday between the hours of 9:00 a.m. and 7:00 p.m. CONTRACTOR may be required to provide services on Saturdays, Sundays and Holidays as requested by SSA.

3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule or the hours in Subparagraph 3.1 of this Exhibit A. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 18, and shall not be reimbursed.

4. SERVICES

CONTRACTOR shall assist FAMILIES in obtaining basic needs to aid FAMILIES in placement preparation of the home as requested by SSA to facilitate the placement of a child or to maintain a placement.

4.1 Basic Needs

4.1.1 ADMINISTRATOR shall send CONTRACTOR referrals via facsimile or secure email. CONTRACTOR shall schedule referrals and notify FAMILIES and Senior Social Worker (SSW) by secure email or phone upon receipt of the referral. The assigned SSW shall specify if the referral is emergent or non-emergent. CONTRACTOR must notify ADMINISTRATOR by secure email or phone when an emergent and/or non-emergent request will not be met within the

1 specified timeframes.

2 4.1.1.1 Emergent basic needs referrals must be
3 fulfilled as soon as possible. CONTRACTOR agrees and understands that the
4 time is of the essence for emergent referrals. CONTRACTOR must make its best
5 effort to fill emergent referrals within three (3) business days. CONTRACTOR
6 must obtain ADMINISTRATOR approval for an extension beyond three days. The
7 referral shall be fulfilled directly to FAMILY or the assigned SSW, as
8 designated by ADMINISTRATOR. Items may include, but are not limited to, new
9 mattresses and bed frames, beds, cribs, bed linens, blankets, smoke/carbon
10 monoxide alarms, working refrigerators, food staples, food gift cards and
11 clothing gift cards, diapers, car seats, and food boxes.

12 4.1.1.2 Non-emergent basic needs referrals must be
13 filled within ten (10) business days, unless otherwise extended by the
14 ADMINISTRATOR. These items may include, but are not limited to, dressers,
15 kitchenware, vacuum cleaners, clothing, and infant related items.

16 4.1.1.3 ADMINISTRATOR at its sole discretion shall
17 deem an item emergent or non-emergent.

18 4.1.2 In response to a referral, CONTRACTOR shall deliver all
19 items or link FAMILIES to entities that can provide services free or for a low
20 cost. CONTRACTOR shall make deliveries throughout Orange County and to
21 contiguous counties.

22 4.1.3 CONTRACTOR shall assist in the delivery of basic needs
23 goods donated through SSA by community organizations, such as businesses and
24 the faith based community. These deliveries shall not exceed ten percent
25 (10%) of CONTRACTOR's total annual deliveries, so as to not interfere with
26 CONTRACTOR'S primary duties under this Agreement. Such items shall be for
27 immediate delivery to FAMILIES and shall not require storage by CONTRACTOR.
28 For required reporting purposes and the goals under this Agreement, CONTRACTOR

1 shall count such items as non-emergent.

2 4.1.4 CONTRACTOR, shall make its best efforts to retrieve items
3 provided to FAMILIES, excluding mattresses, when notified by SSW or
4 ADMINISTRATOR that the child(ren) are no longer residing in the home.

5 4.1.5 CONTRACTOR shall develop and maintain a system that
6 identifies existing community resources as defined in Subsection 5.8,
7 throughout Orange County and contiguous counties. Community based resources
8 must be updated on a quarterly basis to ensure accuracy. CONTRACTOR shall
9 contact at least five (5) community based resources a month for updates.

10 4.1.6 CONTRACTOR shall make a minimum of two (2) presentations
11 a month, to entities such as civic organizations, businesses, and faith-based
12 organizations, in order to maintain ongoing in-kind donations of basic needs
13 items.

14 4.1.7 CONTRACTOR shall participate, each year, in a minimum of
15 four (4) community based events for resource identification and development.

16 4.1.8 CONTRACTOR shall store the most commonly requested basic
17 needs items, such as beds, smoke/carbon monoxide alarms, car seats, donated
18 non-perishable food, personal hygiene items, clothing, infant items, and
19 furniture in a centrally located facility in Orange County.

20 4.1.9 CONTRACTOR shall inspect, clean, and repair all donated
21 items as necessary, to ensure items delivered to FAMILIES are in sanitary
22 condition and working order.

23 4.1.10 To ensure compliance with child passenger safety laws,
24 CONTRACTOR shall:

25 4.1.10.1 Be knowledgeable in child passenger safety in
26 accordance with current law;

27 4.1.10.2 Ensure that staff complete the National
28 Highway Transportation Safety Administration (NHTSA) certification training on

1 the correct installation and usage of car seats:

2 4.1.10.3 Have a trained staff or other professional
3 who possesses NHTSA certification accompany the delivery of car seats when
4 reasonably available to demonstrate the correct installation and usage for
5 theFAMILY; and

6 4.1.10.4 Attach printed information to each car seat
7 being delivered to a FAMILY. Printed information shall address child
8 passenger safety and provide locations to have the car seat checked for
9 correct installation. CONTRACTOR shall obtain child passenger safety
10 information through www.ockeepkidssafe.org, Automobile Club of Southern
11 California's "Birth to Boosters" brochures, or other resources.

12 4.2 Placement Preparation Services

13 4.2.1 ADMINISTRATOR shall send CONTRACTOR a written referral,
14 via facsimile or secure email, identifying home repairs and/or modifications
15 necessary to comply with State requirements prior to placing a child in the
16 home. Placement preparation needs may include, but are not limited to,
17 purchase and installation of pool/spa safety barriers, window repairs, other
18 home repairs, and smoke/carbon monoxide alarms.

19 4.2.2 Placement preparation services will consist of, but not
20 be limited to, CONTRACTOR making referrals to local businesses for work
21 estimates and submit the estimates to ADMINISTRATOR for approval of work and
22 funding authorization.

23 4.2.2.1 CONTRACTOR shall assist with coordination of
24 the work as approved by ADMINISTRATOR.

25 4.3 Placement preparation requests must be filled within timeframes
26 specified on the referral.

27 4.4 CONTRACTOR shall provide services that are culturally responsive.

28 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

1 CONTRACTOR agrees to:

2 5.1 Provide services in a manner consistent with trauma informed
3 training.

4 5.2 Provide FAMILY with a listing of community resources including,
5 but not limited to, Family Resource Centers, food banks, offices to apply for
6 the Woman, Infant and Children (WIC) program and other government assistance
7 programs, at the time of contact with the FAMILY.

8 5.3 Document each request for goods or linkage to resources at the
9 time of the request.

10 5.4 Provide written confirmation regarding resources provided to
11 FAMILY to the SSW within three (3) business days of delivery.

12 5.5

13 5.6 Evaluate basic needs requests and response times to fill requests
14 based on status reports as requested by ADMINISTRATOR to address deficiencies
15 in service.

16 5.7 Develop and maintain on a weekly basis a database of donated items
17 in inventory at the warehouse storage site.

18 5.8 Develop and maintain a list of community-based resources that are
19 culturally and linguistically appropriate for at-risk FAMILIES and represent
20 all of Orange County FAMILIES. The resource lists shall include, but are not
21 limited to: Family Resource Centers and community-based organizations;
22 emergency assistance (food, clothing, legal aid, financial assistance and
23 housing/shelters); substance abuse services and counseling services;
24 employment and job training programs; medical and dental care; and childcare
25 and respite resources.

26 5.9 Maintain separate databases for purchased inventory and community-
27 based donations.

28 5.10 Special Incident Reporting Requirements

1 5.10.1 CONTRACTOR shall make telephone contact with SSW, SSW's
2 supervisor, or the CFS Officer of the Day, Monday through Friday from 8:00
3 a.m. to 5:00 p.m. no later than three (3) hours after the incident (voicemail
4 is not acceptable) in the event of any incident of unusual, aggressive, or
5 high-risk behavior by a FAMILY member, or any unusual incident experienced by
6 CONTRACTOR as directly related to this Agreement, or if there are any injuries
7 suffered by any party in the delivery of services to a FAMILY.

8 5.10.2 Should the incident occur after hours or on weekends, the
9 CONTRACTOR shall leave a voice message for the SSW, the SSW's supervisor and
10 notify Orangewood Children and Family Center at (714) 935-7171.

11 5.10.3 If there is an occurrence of importance, which does not
12 meet the criteria specified in Subparagraph 5.10.1, CONTRACTOR shall notify
13 the SSW within three (3) hours, voicemail is acceptable.

14 5.10.4 CONTRACTOR shall document the incident by completing the
15 Special Incident Report form provided by SSA. CONTRACTOR shall submit the
16 Special Incident Report to SSW, ADMINISTRATOR and CFS Program Liaison within
17 one (1) business day of the incident and must place a copy in the FAMILY's
18 case file.

19 5.11 CONTRACTOR shall advise the SSW when there is a reason to believe
20 the FAMILY may be under the influence of drugs and/or alcohol.

21 5.12 CONTRACTOR shall appear and testify at Juvenile Court hearings,
22 when requested by SSA.

23 6. FAMILY CASE RECORDS

24 6.1 CONTRACTOR shall maintain all SSA client records in a single
25 Orange County location.

26 6.2 CONTRACTOR shall maintain case records on each FAMILY which shall
27 include, but not limited to:

28 6.2.1 Referral form,

1 6.2.2 Date(s) of services and/or deliveries.

2 6.2.3 Date(s) of contacts or attempted contacts with CFS staff
3 and referred FAMILIES, and

4 6.2.4 Records indicating donated items and referrals to
5 community resources that are given to each FAMILY.

6 6.3 All FAMILY records, as well as the database for warehouse
7 inventory, shall be retained at CONTRACTOR's warehouse office at the address
8 indicated in Subparagraph 11.1 of this Exhibit A or as otherwise agreed to
9 pursuant to Subparagraph 11.3 of this Exhibit A.

10 7. WORKLOAD STANDARDS

11 7.1 CONTRACTOR's workload standards are as follows:

12 7.1.1 One hundred (100) percent of emergent requests shall be
13 filled within three (3) business days. CONTRACTOR shall obtain
14 ADMINISTRATOR's approval for an extention.

15 7.1.2 One hundred (100) percent of non-emergent requests shall
16 be filled within (10) business days.

17 8. REPORTS

18 8.1 CONTRACTOR shall submit to ADMINISTRATOR, a monthly Workload
19 Standards Report on a form provided by ADMINISTRATOR, by the tenth (10th)
20 calendar day of each month for the preceding month, which shall include the
21 following information:

22 8.1.1 Number of referrals received;

23 8.1.2 Number of referrals completed;

24 8.1.3 Number of referrals partially filled;

25 8.1.4 Number of referrals unfilled;

26 8.1.5 Program of referring SSW; and

27 8.1.6 Emergent items delivered in three (3) business days or
28 less, emergent items delivered in more than three (3) business days with

1 ADMINISTRATOR's approval and total number of emergent items delivered;

2 8.1.7 Non-Emergent items delivered in ten (10) business days or
3 less, non-emergent items delivered in more than ten (10) business days with
4 ADMINISTRATOR's approval and total number of non-emergent items delivered;

5 8.1.8 Total number of all requests delivered;

6 8.1.9 Requests filled exclusively through donations and
7 existing community resources;

8 8.1.10 Requests filled exclusively through purchase(s);

9 8.1.11 Requests filled through a combination of donations,
10 existing community resources and purchase(s);

11 8.1.12 Number of items declined by FAMILIES;

12 8.1.13 Number of contacts made to keep community resource
13 information current;

14 8.1.14 Number of presentations made to maintain ongoing
15 donations;

16 8.1.15 Total dollar value of donations received; and

17 8.1.16 Number of items procured through donation, community
18 resources and/or purchase.

19 8.2 Additional Reports

20 8.2.1 Upon request, reports to referring SSW identifying the
21 resources provided to each FAMILY.

22 8.2.2 Any additional information as requested by ADMINISTRATOR.

23 9. MEETINGS

24 9.1 If requested by ADMINISTRATOR, CONTRACTOR's direct service staff
25 shall be required to participate in Child-Family Team (CFT) meetings and other
26 meetings to benefit the FAMILY at SSA's request. These meetings may occur at
27 a location other than CONTRACTOR's facility.

28 9.1.1 CFT and TDM meetings are a family-centered, strength-

1 based, collaborative process to develop a plan of care in the best interest
2 and protection of the child and familial supports. Participants are
3 determined by the SSW which may include a varied multi-disciplinary team of
4 County, community, familial and/or contracted service providers.

5 9.2 CONTRACTOR shall attend other meetings, as requested by
6 ADMINISTRATOR.

7 10. QUALITY ASSURANCE/QUALITY CONTROL

8 10.1 CONTRACTOR shall use a quality management system to track Basic
9 Needs items, including inventory, delivery of items, and length of time from
10 receipt of request to delivery.

11 10.2 CONTRACTOR and ADMINISTRATOR's designee shall meet at least
12 annually, to review and evaluate a random selection of FAMILY case records.
13 The review may include, but not be limited to, an evaluation of the necessity
14 and appropriateness of services provided and length of services. FAMILY cases
15 to be reviewed shall be randomly selected by ADMINISTRATOR and may include
16 both open and closed cases.

17 10.3 ADMINISTRATOR may conduct a Utilization Review (UR) at
18 CONTRACTOR's facility referenced in Paragraph 11 of this Exhibit A, with date
19 and time determined at ADMINISTRATOR's discretion. ADMINISTRATOR may provide
20 oral and/or written feedback regarding UR findings. CONTRACTOR shall comply
21 with the findings of the UR and take correction action accordingly.

22 10.4 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's CFS staff
23 representatives and/or ADMINISTRATOR's designee are unable to resolve
24 differences of opinion regarding the necessity and appropriateness of services
25 and length of services, the dispute shall be submitted to COUNTY's Director of
26 CFS for final resolution. Nothing in this Subparagraph shall affect COUNTY's
27 termination rights under Paragraph 42 of this Agreement.

28 10.5 CONTRACTOR, on a monthly basis shall evaluate the Basic Needs and

1 Placement Preparation Services program including but not limited to:
2 Participant Feedback; SSW Feedback; Program Diagnostic Review; and Financial
3 and Assets Review.

4 10.6 To ensure FAMILY and SSW satisfaction with service delivery,
5 CONTRACTOR shall:

6 10.6.1 Upon completion of delivering basic needs items or upon
7 completion of placement preparation services, truck driver, assistant truck
8 driver, or other delegate of CONTRACTOR shall provide recipient of basic needs
9 goods and/or placement preparation services a client satisfaction survey.

10 10.6.2 If not otherwise mailed, completed client satisfaction
11 surveys shall be collected by truck driver, assistant truck driver, or other
12 delegate of CONTRACTOR, and placed in the provided sealed envelope.

13 10.6.3 Should the recipient request to mail the completed survey
14 CONTRACTOR will provide the recipient a postage paid envelope.

15 10.7 CONTRACTOR will contact a minimum of ten (10) families monthly to
16 follow up with client satisfaction surveys. CONTRACTOR will provide
17 ADMINISTRATOR with completed client satisfaction surveys on a monthly basis.

18 10.8 Contact the SSW within ten (10) business days of delivering items
19 to determine whether the items are meeting the needs of FAMILY.

20 10.9 Survey a random selection of five (5) referring SSWs monthly to
21 obtain responses to client satisfaction surveys.

22 11. FACILITIES

23 11.1 Administrative services under this Agreement shall be provided at:

24 Administrative Office:

25 Orange County Child Abuse Prevention Center

26 2390 Oranewood Avenue, Suite 300

27 Anaheim, CA 92806

28

CONTRACTOR Warehouse:

7281 Garden Grove Blvd., Unit D

Garden Grove, CA 92841

11.2 Storage of basic needs and placement preparation items under this Exhibit A shall be provided at CONTRACTOR's separate warehouse facility.

11.3 CONTRACTOR and ADMINISTRATOR may agree in writing as to the facility(ies) and location(s) where services shall be provided without changing COUNTY's maximum obligation.

12. BUDGET FOR BASIC NEEDS AND PLACEMENT PREPARATION SERVICES

12.1 The annual budget for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

LINE ITEMS:

<u>DIRECT SERVICE POSITIONS</u>	FTE ⁽¹⁾	Max. Hourly Rate ⁽²⁾	Annual Budget
Program Supervisor	1.00	\$23.55	\$ 48,984.00
Truck Driver Lead	1.00	\$14.50	30,160.00
Paraprofessional English/Spanish	0.50	\$15.50	16,120.00
Scheduler English/Spanish	1.00	\$15.50	32,240.00
Assistant Truck Driver English/Spanish	<u>1.00</u>	\$14.00	<u>29,120.00</u>
SUBTOTAL DIRECT SERVICE SALARIES			156,624.00
DIRECT SERVICE BENEFITS (25% TOTAL) ⁽³⁾			<u>\$ 39,156.00</u>
TOTAL DIRECT SALARIES AND BENEFITS			\$ 195,780.00
<u>ADMINISTRATIVE POSITIONS</u>			
Executive Director	0.04	\$79.25	\$ 6,593.60
Director of Finance and Operations	0.10	\$44.55	9,266.40
Human Resource Director	0.03	\$36.40	2,271.36
Information Technology Administrator	0.04	\$24.80	2,063.36
Manager of Communications and Marketing	0.04	\$29.75	2,475.20
Office Manager	0.04	\$20.95	1,743.04

1	Accounting Specialist	0.04	\$20.20	1,680.64
2	Human Resource Representative	0.04	\$23.80	1,980.16
3	Volunteer Coordinator	0.03	\$16.00	<u>998.40</u>
4	SUBTOTAL ADMINISTRATIVE SALARIES			\$ 29,072.16
5	ADMINISTRATIVE SERVICE BENEFITS (25% TOTAL) ⁽³⁾			\$ 7,268.04
6	SUBTOTAL ADMINISTRATIVE SALARIES/BENEFITS			\$ 36,340.20
7	TOTAL ALL SALARIES AND BENEFITS			\$ 232,120.20
8	SERVICES AND SUPPLIES			
9	Independent Audit			\$ 1,500.00
10	Office Expense			5,000.00
11	Program Expense			1,000.00
12	Telephone			9,000.00
13	Mileage ⁽⁴⁾			500.00
14	Basic Needs-Goods to Families			317,729.90
15	Printing and Promotions			200.00
16	Travel/Education/Seminars			<u>200.00</u>
17	SUBTOTAL SERVICES AND SUPPLIES			\$ 335,129.90
18	OPERATING EXPENSES			
19	Facility Lease/Rental (Basic Needs Office)			\$ 13,500.00
20	Equipment Lease/Rental			1,000.00
21	Maintenance (Computers)			5,700.00
22	Utilities			3,010.90
23	Insurance			1,200.00
24	Basic Needs Vehicle Rental ⁽⁵⁾			23,000.00
25	Dues and Subscriptions			100.00
26	Postage			800.00
27	Basic Needs Warehouse			31,000.00
28	In-Kind Match and In-Kind Volunteer Hours ⁽⁶⁾			<u>\$ 64,656.10</u>
	SUBTOTAL OPERATING EXPENSES			\$ 143,967.00
	SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES AND OPERATING EXPENSES			\$ 711,217.10

1	LESS IN-KIND MATCH ⁽⁶⁾	<u>\$(64,656.10)</u>
2		
3	TOTAL MAXIMUM ANNUAL COUNTY OBLIGATION	\$ 646,561.00
4	TOTAL MAXIMUM COUNTY OBLIGATION	\$1,939,683.00

5 ⁽¹⁾ For hourly employees, Full-Time Equivalent (FTE) is defined as the
6 amount of time (stated as a percentage) the position will be providing
7 services under the terms of this Agreement. This percentage is based upon a
8 40-hour work week. For salaried employees, FTE is defined as the amount of
9 time (stated as a percentage) the position will be paid for under the terms of
10 this Agreement, regardless of the number of hours actually worked.

11 ⁽²⁾ Maximum hourly rate which will be permitted during the term of this
12 Agreement; employees may be paid at less than maximum hourly rate.

13 ⁽³⁾ Employee Benefits include contributions to 401K; health insurance;
14 life insurance; payroll taxes such as FICA, Federal Unemployment Tax, State
15 Unemployment Tax, and Workers' Compensation Tax, based on the currently
16 prevailing rates; and expense for accrued vacation time payout, for a
17 separated employee, limited to the actual vacation time accrued during the
18 fiscal year in which the expense is claimed, minus the actual vacation time
19 used by the employee during said fiscal year. The overall benefit rate shall
20 not exceed 25% of the actual salary expense claimed.

21 ⁽⁴⁾ Mileage is limited to the amount allowed by IRS.

22 ⁽⁵⁾ Costs related to lease, fuel, registration and maintenance of an 18
23 foot box truck used for delivery goods to FAMILIES.

24 ⁽⁶⁾ In-Kind Match includes a minimum of one hundred (100) volunteer hours
25 at \$14.00 per hour (\$1,400.00) to perform duties similar to the Warehouse
26 Support; the balance of the match (i.e., \$193,969.00) includes in-kind support
27 from goods, salaries, benefits, and operating costs.

28 12.2 Expense for extra pay, including but not limited to, overtime,

1 stipends, bonuses, staff incentives, severance pay, etc., will not be eligible
2 for reimbursement under this Agreement unless authorized in writing by the
3 ADMINISTRATOR. Such authorization shall be considered as an exception and may
4 be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR.

5 12.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
6 notice, to add, delete or modify line items and/or amounts and/or the number
7 and type of FTE positions without changing COUNTY's maximum obligation as
8 stated in Subparagraph 19.1 of this Agreement or reducing the level of service
9 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 42.4
10 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation
11 as stated in Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually
12 agree in writing to proportionately reduce the service goals as set forth in
13 this Exhibit.

14 12.4 In the event that the annual budget referenced in Subparagraph
15 12.1 is modified, the modified budget shall remain in effect for the remainder
16 of the contract term, unless superseded by subsequent budget modification(s)
17 that have been approved in writing by ADMINISTRATOR. The annual budget
18 beginning on July 1st of each fiscal year shall be identical to the most
19 recently modified annual budget. Under no circumstances shall funds unspent
20 in one fiscal year carry over to another fiscal year.

21 13. STAFF

22 13.1 All direct service positions are required to be fluent in English.
23 Additionally, bilingual direct service staff must be proficient in the ability
24 to speak in the specified second language (i.e., Spanish, or Vietnamese).

25 13.2 Proof of education and experience may be required by
26 ADMINISTRATOR. Any exceptions to minimum qualifications will require pre-
27 approval in writing from ADMINISTRATOR.

28 13.3 CONTRACTOR shall provide the following described staff positions:

13.3.1 Scheduler

Duties

13.3.1.1 Schedule referrals and notify FAMILIES and SSW by secure email or phone upon receipt of the referral.

13.3.1.2 Notify ADMINISTRATOR by secure email or phone when an emergent and/or non-emergent request will not be met within specified timeframes.

13.3.1.3 After delivery of items, contact SSW by secure email or phone to confirm that the delivered items meet the client's needs.

13.3.1.4 Notify SSW of the status of fulfillment of requests.

Qualifications

13.3.1.5 High school diploma or equivalent.

13.3.1.6 One (1) year of experience in an office environment.

13.3.1.7 Department of Motor Vehicles clearance.

13.3.1.8 Class C Driver License.

13.3.2 Truck Driver Lead

Duties:

13.3.2.1 Pick up and delivery of donated items to the warehouse.

13.3.2.2 Delivery of basic needs requests directly to FAMILIES or to SSWs.

13.3.2.3 Provide each FAMILY with a community resource guide upon delivery of basic needs items.

13.3.2.4 Provide each FAMILY with a survey postcard upon completion of delivering basic needs items.

1 13.3.2.5 At minimum, meet monthly with CONTRACTOR's
2 program staff on any issues that need to be addressed.

3 Qualifications:

4 13.3.2.6 High school diploma or equivalent.

5 13.3.2.7 California Class C driver license, with no
6 serious traffic violations.

7 13.3.2.8 Current auto liability insurance.

8 13.3.2.9 Ability to lift 75 lbs.

9 13.3.2.10 Strong customer service.

10 13.3.3 Assistant Truck Driver

11 Duties:

12 13.3.3.1 Pick up and delivery of donated items to and
13 from the warehouse.

14 13.3.3.2 Delivery of basic needs requests directly to
15 FAMILIES or to SSWs.

16 13.3.3.3 Provide each FAMILY with a survey postcard
17 upon completion of delivering basic needs items.

18 13.3.3.4 Assist in the organization of the storage
19 warehouse, ensuring that basic needs items are accurately catalogued.

20 13.3.3.5 At minimum, meet monthly with program staff
21 to discuss any program-related issues that need to be addressed.

22 Qualifications:

23 13.3.3.6 High school diploma or equivalent.

24 13.3.3.7 California Class C driver license, with no
25 serious traffic violations.

26 13.3.3.8 Current auto liability insurance.

27 13.3.3.9 Ability to lift 75 lbs.

28 13.3.3.10 Strong customer service.

1 13.3.3.11 Bilingual in Spanish required.

2 13.3.4 Paraprofessional

3 Duties

4 13.3.4.1 Make presentations to community organizations
5 to generate in-kind donations, coordinate outreach efforts to build a base of
6 steady donors, and develop community resource linkages.

7 13.3.4.2 Develop and maintain a community resource
8 packet identified in Paragraph 5.8.

9 13.3.4.3 Responsible for maintaining inventory
10 database and updating electronic referral system.

11 13.3.4.4 Complete SSW and client satisfaction surveys.

12 13.3.4.5 Assist with delivery of basic needs items to
13 FAMILIES and/orSSW.

14 Qualifications

15 13.3.4.6 Bachelor's degree in psychology, sociology,
16 social work, business or related field.

17 13.3.4.7 Minimum six (6) months of experience in the
18 human service field providing direct services to children and/or families.

19 13.3.4.8 Department of Motor Vehicles clearance.

20 13.3.4.9 California Class C driver license.

21 13.3.4.10 Bilingual in Spanish required.

22 13.3.5 Program Supervisor

23 Duties

24 13.3.5.1 Responsible for the direct supervision and
25 coordination of Basic Needs and Placement Preparation Services program and
26 staff, including the Scheduler, Truck Driver Lead, Assistant Truck Driver and
27 Paraprofessional; completion of monthly reports/other paperwork requirements;
28 and tracking/distribution of referrals.

1 13.3.5.2 Negotiate pricing and ensure quality of the
2 products purchased and provided to participants.

3 13.3.5.3 Facilitate bi-monthly program meetings, staff
4 trainings, and case reviews.

5 13.3.5.4 Ensure program accountability, including
6 program implementation and development of program evaluations, as needed.

7 13.3.5.5 Co-responsible for tabulating and tracking
8 monthly statistics.

9 13.3.5.6 Compile and review twice annual SSW
10 satisfaction survey results and report to CONTRACTOR as requested.

11 13.3.5.7 Represent CONTRACTOR at ADMINISTRATOR's
12 meetings, as necessary.

13 13.3.5.8 Responsible for contract compliance.

14 Qualifications

15 13.3.5.9 Bachelor's degree in psychology, sociology,
16 social work, or a related field; or minimum two (2) years of experience
17 supervising a similar program.

18 13.3.5.10 Minimum two (2) years of supervisory
19 experience in the human services field..

20 13.3.6 Executive Director

21 Duties

22 13.3.6.1 Responsible for carrying out the overall
23 objectives of the organization's programs and CONTRACTOR's policies and for
24 insuring that all fiscal procedures are followed correctly. Responsible for
25 supervising program development, structure, and implementation of all
26 CONTRACTOR's programs.

27 Qualifications

28 13.3.6.2 Master's degree in business administration,

1 psychology, mental health, or social work.

2 13.3.6.3 Two (2) years of experience in the
3 administration and direct delivery of social services and grant writing.

4
5 13.3.7 Director of Finance and Operations

6 Duties

7 13.3.7.1 Work directly with Executive Director on
8 financial management of CONTRACTOR's funds, preparation of annual budgets,
9 monthly COUNTY billing, payroll, tax deposits, and any related tax reports,
10 and statistical summaries.

11 Qualifications

12 13.3.7.2 Bachelor's degree in business, accounting or
13 related field.

14 13.3.7.3 Minimum of one (1) year of experience working
15 in a non-profit organization.

16 13.3.8 Human Resource Director

17 Duties

18 13.3.8.1 Consult and coach supervisory staff on
19 performance development, staff related issues and complaints, conflict
20 resolution, performance counseling, and terminations.

21 13.3.8.2 Address all employee relations issues,
22 including conducting investigations, managing the counseling process, and
23 documenting of personnel issues.

24 13.3.8.3 Communicate changes in agency personnel
25 policies and procedures and ensure proper compliance is followed.

26 13.3.8.4 Responsible for the recruiting process for
27 both exempt and non-exempt levels, including interviewing, selecting,
28 negotiating salaries, preparing job offer letters and managing lawful hires.

1 13.3.8.5 Knowledge of industry trends and ensures
2 compliance with federal and State laws, including, but not limited to, non-
3 discrimination, Family Medical Leave Act, California Family Rights Act,
4 Pregnancy Disability Leave, and Consolidated Omnibus Budget Reconstruction Act
5 (COBRA).

6 13.3.8.6 Support coordinating year-end audit,
7 including preparation of schedules and other documents for auditors.

8 Qualifications:

9 13.3.8.7 Master's degree in Human Resources.
10 Bachelor's degree in human resources business administration, business
11 management, organizational development or related field.

12 13.3.8.8 Five (5) years of progressively responsible
13 experience in the human resource field, which includes two (2) years in
14 supervisory capacity.

15 13.3.9 Information Technology Administrator

16 Duties

17 13.3.9.1 Provide technical and desktop support to all
18 staff.

19 13.3.9.2 Maintain network, backup, workstation systems
20 and Web Page updates.

21 13.3.9.3 Ensures the security of data from internal
22 and external attacks.

23 Qualifications

24 13.3.9.4 High school diploma or equivalent.

25 13.3.9.5 Technical training in Web Page Design,
26 Network Systems, and Microsoft.

27 13.3.9.6 Two (2) years of information technology
28 related experience.

13.3.10 Manager of Communications and Marketing

Duties

13.3.10.1 Draft and develop engaging communications content through multiple venues (web content, social media, public relations, agency collateral, success stories, digital storytelling, e-newsletters, video, etc.)

13.3.10.2 Develop and maintain updated press kit materials, individual program cards, agency brochure, volunteer collateral, and event programs that can be used for presentations and community based events.

Qualifications

13.3.10.3 Bachelor's degree in communications, public relations, or marketing.

13.3.10.4 Two (2) years of experience in the field of communications and/or marketing.

13.3.10.5 Excellent written and verbal communication skills.

13.3.11 Office Manager

Duties

13.3.11.1 Responsible for facilities management.

13.3.11.2 Assist with business insurance claims.

13.3.11.3 On annual basis, prepare Business Tax License, Business License and Property Statement.

Qualifications

13.3.11.4 High school diploma or equivalent.

13.3.11.5 Minimum two (2) years of experience in office administration.

13.3.11.6 Computer experience and excellent phone

1 skills.

2 13.3.12 Accounting Specialist

3 Duties

4 13.3.12.1 Prepare bank deposits identified on account
5 log and post into QuickBooks.

6 13.3.12.2 Process Accounts Payable checks on a weekly
7 basis.

8 13.3.12.3 Process cash/credit receipts to the Center.

9 13.3.12.4 Prepare and submit payroll on a twice monthly
10 basis.

11 Qualifications

12 13.3.12.5 High school diploma or equivalent.

13 13.3.12.6 Two (2) years experience of office
14 administration, billing and bookkeeping experience, and computer experience.

15 13.3.13 Human Resources Representative

16 Duties

17 13.3.13.1 Coordinates and assists in the recruitment
18 and selection process of new employees.

19 13.3.13.2 Assist with scheduling and interviewing
20 candidates.

21 13.3.13.3 Assist with applicable new employee screening
22 items such as reference checks, sanction screenings, etc.

23 13.3.13.4 Conduct new hire orientations.

24 13.3.13.5 Manage the administration of health and
25 welfare plans including enrollments, changes and terminations.

26 13.3.13.6 Assists in ensuring that plans are
27 administered in accordance with federal and State regulations and plan
28 provisions are followed.

1 Qualifications

2 13.3.13.7 High school diploma or equivalent.

3 13.3.13.8 Two (2) years of office administration
4 experience, human resources experience, and staff relations experience.

5 13.3.14 Volunteer Coordinator

6 Duties

7 13.3.14.1 Work collaboratively with all programs to
8 understand and meet volunteer needs.

9 13.3.14.2 Ensure volunteer and intern assignments
10 support the goals and visions of the organization.

11 13.3.14.3 Conduct outreach at various community events,
12 local colleges and business to recruit interns and volunteers to meet the
13 program's needs.

14 13.3.14.4 Ensure that quality assignments are defined
15 adequately and matched to appropriate interns and volunteers.

16 13.3.14.5 Manage the recruitment efforts, application,
17 screening, orientation and training process for all volunteers and interns.

18 Qualifications

19 13.3.14.6 Bachelor's degree.

20 13.3.14.7 Experience managing volunteers and excellent
21 organization skills.

22 14. STAFF TRAINING

23 14.1 At minimum and at no cost to COUNTY, an initial training course on
24 child abuse and/or the effects of trauma on children, and a training course on
25 spousal/partner abuse/domestic violence issues must be completed within six
26 (6) months of hiring date for the following staff: Program Supervisor, Truck
27 Driver Lead, Paraprofessional and Assistant Truck Driver. In addition, the
28 identified staff must complete an annual refresher course on topics that

1 discuss child abuse or domestic violence or trauma to children.

2 14.2 CONTRACTOR shall be required to send staff to County sponsored
3 training, as requested by SSA.

4 14.3 SSA reserves the right to approve training topics eligible for
5 reimbursement under this Agreement.

6 14.4 Paraprofessional staff shall complete the NHTSA certification
7 training in the proper installation of a car seat and shall demonstrate
8 correct installation and usage for caregivers when accompanying the delivery
9 of car seats.

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